

CITY OF FAIRFIELD

RESOLUTION NO. 2015 - 80

**RESOLUTION OF THE CITY COUNCIL APPROVING PLANS AND SPECIFICATIONS
AND AWARDING A CONTRACT TO G.D. NIELSON CONSTRUCTION, INC., FOR
THE WATERMAN WATER TREATMENT PLANT CHEMICAL BLDG. TRAFFIC
IMPROVEMENTS PROJECT**

WHEREAS, the bid opening for the Waterman Water Treatment Plant Chemical Bldg. Traffic Improvements Project took place on April 7, 2015; and

WHEREAS, the apparent low bidder was G.D. Nielson Construction, Inc. in the amount of \$156,882.75.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY
RESOLVES:**

Section 1. The plans and specifications for the Waterman Water Treatment Plant Chemical Bldg. Traffic Improvements Project are hereby approved.

Section 2. The City Manager is authorized to enter into a contract with G.D. Nielson Construction, Inc. for the Waterman Water Treatment Plant Chemical Bldg. Traffic Improvements Project in the amount of \$156,882.75.

Section 3. The City Manager is authorized to enter into an escrow agreement for security deposits in lieu of retention for said contract, if necessary.

Section 4. The City Manager is hereby authorized to implement the above-mentioned contract.

PASSED AND ADOPTED this 5th day of May 2015, by the following vote:

AYES: COUNCILMEMBERS: Price/Timm/Bertani/Moy/Vaccaro

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: NONE

ABSTAIN: COUNCILMEMBERS: NONE

Norm T. Price
MAYOR

ATTEST:
Karen L. Reas
CITY CLERK

CITY OF FAIRFIELD
STATE OF CALIFORNIA

PROPOSAL

WATERMAN WATER TREATMENT PLANT CHEMICAL BLDG TRAFFIC IMPROVEMENTS

To the City Clerk of the City of Fairfield:

The undersigned declares that he has examined the locations of the proposed work, that he has examined the plans, specifications, and all the contract documents, and hereby proposes to furnish all materials, labor, equipment, and perform all the work in strict accordance with said plans, specifications, and contract documents in consideration of the attached schedule.

The undersigned further agrees that, upon written acceptance of this bid, he will within 15 working days of receipt of such notice execute a formal contract agreement with the City of Fairfield, with necessary bonds and certificate and city standard form endorsement of insurance. He also agrees that, in the case of default in executing the contract, the proceeds of the check or bond accompanying his bid shall become the property of the City of Fairfield.

The undersigned agrees that, if awarded the contract, he will commence the work upon written notice to proceed and shall diligently prosecute the same to completion before the expiration of **FIFTY (50) working days** from the date of said written notice to proceed.

Bids are to be submitted for the entire work.

The amount of the bid for comparison purposes will be total amount of bid.

The bidder shall set forth for each unit basis item of work an item price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for this item.

In case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

The following quantities are approximate only, being given as a basis for the comparison of bids, and the City of Fairfield does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to increase or decrease the amount of any portion of the work or to omit portions of the work as may be deemed necessary or advisable by the Engineer. The undersigned further agrees to accept the aforesaid unit bid prices in compensation for any additions or deductions caused by variation in quantity due to more accurate measurement or by any changes or alterations in the plans or specifications of the work.

Bidder acknowledges receipt of the following addenda:

Addendum No. 1

Date: 4-1-15

Addendum No. _____

Date: _____

Addendum No. _____

Date: _____

Addendum No. _____

Date: _____

WATERMAN WATER TREATMENT PLANT CHEMICAL BLDG TRAFFIC IMPROVEMENTS

BID SCHEDULE

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	Mobilization/Demobilization	LS	1	6,500.-	6,500.-
2	Demolition (Removal & Dispose Existing AC, AB, Curbs, Pipe, etc.)	LS	1	10,800.-	10,800.-
3	Storm Water Pollution Prevention	LS	1	3,665.-	3,665.-
4	Construction Staking	LS	1	4,550.-	4,550.-
5	Shoring	LS	1	3,100.-	3,100.-
6	12" RCP Storm Drain Pipe (Includes trenching & backfill)	LF	13	177.50	2,307.50
7	Storm Drain Drop Inlet	EA	2	3,275.-	6,550.-
8	Storm Drain Drop Inlet with Side Openings	EA	1	5,075.-	5,075.-
9	12" HDPE Storm Drain	LF	176	49.15	8,650.40
10	10" HDPE Storm Drain	LF	39	84.65	3,301.35
11	4" Water Line Extension	LF	35	87.-	3,045.-
12	4" Gate Valve	EA	1	4,100.-	4,100.-
13	Earthwork	LS	1	15,775.-	15,775.-
14	Curb & Gutter (Modified City of Fairfield Std Detail 5)	LF	196	34.50	6,762.-
15	Concrete Apron Slab (3' Wide) on 6" AB Cushion	LF	70	71.75	5,022.50
16	Concrete Vertical Curb	LF	147	35.-	5,145.-
17	Concrete Flush Curb	LF	70	59.50	4,165.-
18	Connect to Existing Storm Drain	EA	2	511.-	1,022.-
19	6" Subdrain Perforated Pipe with Class 2 Permeable and Bio-Soil Backfill	LF	80	45.-	3,600.-
20	Subdrain Cleanout in Box	EA	2	1,075.-	2,150.-
21	Asphalt Concrete (HMA Type A)	TN	140	150.-	21,000.-
22	Aggregate Base Rock	TN	375	52.-	19,500.-
23	Subgrade Fabric	SY	610	2.50	1,525.-
24	Signs	EA	1	600.-	600.-
25	Remove and Stockpile Existing Crushed Aggregate then Restore after Final Grading	LS	1	4,100.-	4,100.-
26	1" Irrigation Line (including end of line valve in box)	LF	60	49.-	2,940.-
27	Hydroseeding	SY	322	6.-	1,932.-

TOTAL BID = \$ 156,882.75

Bidder shall complete this form legibly and in its entirety. An incomplete form shall be grounds for disqualification of the bid.

**WATERMAN WATER TREATMENT PLANT PACKAGE 3 PROJECTS
CHEMICAL BLDG TRAFFIC IMPROVEMENTS**

DESIGNATION OF SUBCONTRACTORS

In accordance with Section 8 of the General Provisions of the City of Fairfield Standard Specifications and Details for this contract, the following list of subcontractors is submitted with the proposal and made a part thereof. **The bidder shall note that he shall perform with his own organization at least 50% of the work with the remainder of the work performed by subcontractors.**

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work for which no subcontractor was designated in the original bids shall only be permitted in cases of public emergency or necessity, and then only after receiving written approval from the Engineer.

The name, license number, and location of the shop or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the project, the portion of the work to be performed by each subcontractor, and the percent of the total contract to be performed by each subcontractor, is set forth below. All columns are to be filled out. However, the information on percent of total contract may be submitted either with the bid, or within twenty-four (24) hours after the deadline for receipt of bids.

Subcontractor's Name and Address	Subcontractor's License Number	Portion of Work or Items to be Performed	Percent of Total Bid
1) Murga, Strange & Chalmers 924 Xenon St Vallejo, CA 94590	472376	14, 15, 16, 17 Concrete	6.6%
2)			
3)			
4)			
5)			
6)			

Note: Attach additional sheets if required

NONCOLLUSION DECLARATION TO BE EXECUTED
BY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the President of G.D. Nielson Construction, Inc., the party making the foregoing bid.

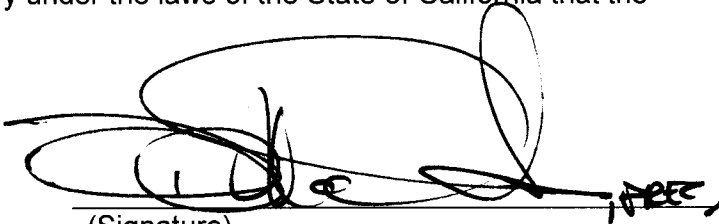
The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

4/7/15
(Date)


(Signature)

NOTE: THIS FORM MUST BE NOTARIZED.

See Attached

G.D. Nielson Construction, Inc.
Name of Firm

147 Camino Oruga, Napa, CA
Business Address

707-253-8774
Phone Number


Signature of Responsible Official

PRES.

Contractor's License:

a. Class: A

b. Number: 648601

c. Expiration Date: 9-2016

FEI Number: 68-0414951

If corporation or partnership, give legal name of corporation, president, secretary, treasurer, or names of all partners.

G.D. Nielson Construction, Inc.
Oiann Nielson, President
Alexis Stone, Secretary
George Nielson, Treasurer

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

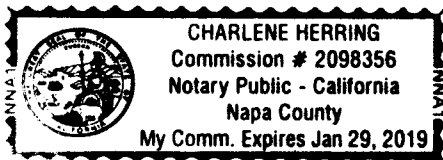
State of California)
County of Napa)

On April 7, 2015 before me, Charlene Herring, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Diann Nielson
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

CITY OF FAIRFIELD
STATE OF CALIFORNIA

WATERMAN WATER TREATMENT PLANT CHEMICAL BLDG TRAFFIC IMPROVEMENTS

Addendum No. 1

April 1, 2015

This constitutes Addendum No. 1 to the Contract Documents for the WATERMAN WATER TREATMENT PLANT CHEMICAL BLDG TRAFFIC IMPROVEMENTS project. The Bidder shall acknowledge receipt of this Addendum on Page P-2 of the Bidder's Proposal (Blue Section) and attach this signed Addendum to the Bidder's Proposal when submitted.

PROJECT SPECIFICATIONS

Special Provisions (Goldenrod Section):

- 1) Replace third paragraph of Section 205.0. STORM DRAIN PIPING with the following:

"The 6-inch diameter Subdrain Perforated Pipe shall be HDPE N-12 dual wall pipe with soil tight joints per AASHTO M-252, with 3 slots at 0.875 inch long by 0.125 inch wide, slots equally spaced 120 degrees apart (AASHTO Class II perforations) around pipe wall; or slotted PVC SDR-35 perforated pipe per ASTM D3034 with same slot size and pattern as the AASHTO Class II perforations."


APPROVED:



Kevin L. Berry Hill, P.E.
City Engineer

ACKNOWLEDGEMENT:

G.D. Nielson Construction, Inc.
CONTRACTOR


4/7/15
P.R.S.

Waterman Water Treatment Plant Chemical Bldg. Traffic Improvements
Bid Clarification on Environmental Permit Requirements

CDFW Streambed Alteration Agreement, Notification # 1600-2013-0407-R3

All Administrative Measures (1.1 – 1.6) will be the responsibility of the City.

Avoidance and Minimization Measures (2.1 – 2.32)

Work Period and Planning

Measures 2.1 – 2.5 will be the responsibility of the Contractor.

The City will aid the Contractor in complying with measure 2.3 "Work Period Modification" if modification is needed

Wildlife Protection and Prevention – Special Status Species

All measures (2.6 – 2.10) will be the responsibility of the City, except the City will need assistance from the Contractor in complying with measure 2.10 "Special-Status Species Encountered During Work"

Wildlife Protection and Prevention – General;

Erosion and Sediment Control;

Equipment and Vehicles;

Debris Materials and Waste;

Toxic and Hazardous Materials;

Spills and Emergencies; and

Site Stabilization

All measures (2.11 – 2.32) will be the responsibility of the Contractor, except the City will assist with notification to CDFW, if needed, as required by measure 2.30 "Spill Cleanup"

All Reporting Measures (3.1 – 3.3) will be the responsibility of the City.

Department of the Army; Regulatory Division Correspondence, File Number 2005-299550

Special conditions # 1 and 2 listed on page 3 of the correspondence will be the responsibility of the Contractor, and special conditions # 3 and 4 will be the responsibility of the City.

San Francisco Bay Regional Water Quality Control Board Correspondence; CIWQS Place ID 800702

Conditions # 1-4 listed on page 3 of the correspondence will be the responsibility of the Contractor, and the remaining conditions (#5-12, finishing on page 5) will be the responsibility of the City.

A handwritten signature in dark ink, followed by the date "4/7/15" written in a similar style.

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has issued an invitation for bids for the work described as follows:

WATERMAN WATER TREATMENT PLANT CHEMICAL BLDG TRAFFIC IMPROVEMENTS

WHEREAS G.D. Nielson Construction, Inc.

147 Camino Oruga, Napa, CA 94558

(Name and address of Bidder)

("Contractor") desires to submit a bid to City for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and _____

The Ohio Casualty Insurance Company

71 Stevenson Street, Suite 600, San Francisco, CA 94105

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of _____

10% of the Greatest Amount Bid (G.A.B.)

Dollars (\$*** _____), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor is awarded a contract for the work by City and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverages, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: March 27, 2015

"Contractor"

G.D. Nielson Construction, Inc.

By: Diann Nielson, President
Title

By: _____
Title

"Surety"

The Ohio Casualty Insurance Company

By: Barry R. Page
Title
Barry R. Page, Attorney-in-Fact

By: _____
Title

(Seal)

(Seal)

Note: This bond must be dated, **all signatures must be notarized**, and evidence of the authority of any person signing as attorney-in-fact must be attached.

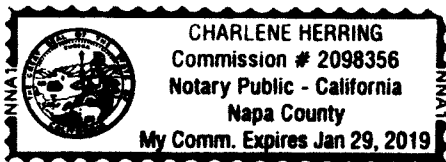
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Napa)On April 7, 2015 before me, Charlene Herring, Notary Public
Date Here Insert Name and Title of the Officerpersonally appeared Diann Nielson
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento)

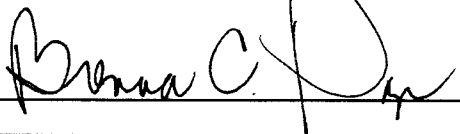
On 3/27/2015 before me, Brenna C. Page, Notary Public
(insert name and title of the officer)

personally appeared Barry R. Page
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

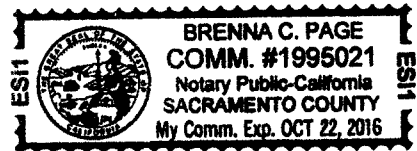
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature



(Seal)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6835408

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Barry R. Page; Brenna C. Page

all of the city of Sacramento, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of January, 2015.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA SS
COUNTY OF MONTGOMERY

On this 13th day of January, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. **Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27 day of March, 2015

By: 
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call
1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 648601

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

Data current as of 4/7/2015 3:57:00 PM

Business Information

G D NIELSON CONSTRUCTION INC
DBA NIELSON CONSTRUCTION

147 CAMINO ORUGA
NAPA, CA 94558
Business Phone Number:(707) 253-8774

Entity Corporation
Issue Date 06/25/1992
Reissue Date 09/17/1998
Expire Date **09/30/2016**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.

Bond Number: SC6033171

Bond Amount: \$12,500

Effective Date: 03/02/2009

Contractor's Bond History

Bond of Qualifying Individual

The Responsible Managing Officer (RMO) NIELSON DIANN MARIE certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is **not** required.

Effective Date: 09/17/1998

Workers' Compensation

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND

Policy Number:9073347

Effective Date: 10/01/2013

Expire Date: 10/01/2015

Workers' Compensation History

Miscellaneous Information

09/17/1998 - LICENSE REISSUED TO ANOTHER ENTITY

Other

Personnel listed on this license (current or disassociated) are listed on other licenses.



State of California

Department of Industrial Relations

Division of Labor Standards Enforcement

Public Works Contractor Registration Search

This is a listing of current and active contractor registrations pursuant to Division 2, Part 7, Chapter 1(commencing with section 1720) of the California Labor Code.

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Number:

Contractor Legal Name:

[Contractor License Lookup](#)

License Number:

Public Works Contractor Registration Web Search Results

One Registered Contractor found. 1

Legal Name	Registration Number	License Type/Number(s)	Registration Date	Expiration Date
G. D. NIELSON CONSTRUCTION, INC.	1000009376	CSLB:648601	02/11/2015	06/30/2015

Export as: [Excel](#) | [PDF](#)

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State of California
Department of Industrial Relations
Division of Labor Standards Enforcement

Public Works Contractor Registration Search

This is a listing of current and active contractor registrations pursuant to Division 2, Part 7, Chapter 1(commencing with section 1720) of the California Labor Code.

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Number: ie. 1234567890

Contractor Legal Name: ie. ABC COMPANY

[Contractor License Lookup](#)

License Number: 472376

Public Works Contractor Registration Web Search Results

One Registered Contractor found. 1

Legal Name	Registration Number	License Type/Number(s)	Registration Date	Expiration Date
MURGA, STRANGE & CHALMERS, INC.	1000010948	CSLB:472376	02/20/2015	06/30/2015

Export as: [Excel](#) | [PDF](#)

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ARTICLES OF AGREEMENT

THIS AGREEMENT, made on the day of June 1, 2015, by and between CITY OF FAIRFIELD, party of the first part, hereinafter called the CITY, and G.D. NIELSON CONSTRUCTION INC., party of the second part, hereinafter called the CONTRACTOR.

It is understood Engineer representing the CITY shall be the City Engineer of Fairfield, acting directly or through properly authorized agents.

WITNESSETH, that the CONTRACTOR and the CITY, for the consideration hereinafter named, agree as follows:

I. SCOPE OF WORK

The CONTRACTOR hereby agrees to furnish all of the materials and all of the equipment and labor necessary and to perform all of the work shown on the plans and described in the specifications for the project entitled:

WATERMAN WATER TREATMENT PLANT CHEMICAL BLDG TRAFFIC IMPROVEMENTS

all in accordance with the requirements and provisions of the following Documents which are hereby made a part of this Agreement:

- a. Plans prepared for same by CREEGAN + D'ANGELO
numbered C0.00 – C4.00
and dated March 11, 2015.
- b. Advertisement for Bids.
- c. The Accepted Bid, dated April 7, 2015
- d. Instructions to Bidders.
- e. Specifications consisting of:
 - 1) Special Provisions.
 - 2) City of Fairfield Standard Details and Specifications, 2014 edition.
 - 3) Standard Specifications issued by State of California, Department of Transportation, Division of Highways, dated July, 2006.
- f. Performance Bond, dated May 14, 2015.
- g. Labor and Material Bond, dated May 14, 2015.

All of said documents are intended to cooperate so that any work called for in one and not mentioned in another, or vice versa, is to be executed and performed the same as if mentioned in all of said documents. Said documents, comprising the complete Contract, are sometimes hereinafter referred to as the Contract Documents. Should there be any conflict between the

terms of this instrument and the bid or proposal of CONTRACTOR or any of the other Contract Documents, this instrument shall control.

II. TIME OF COMPLETION

- a. The work to be completed under this Contract shall be commenced upon written notice to proceed.
- b. The work shall be completed within **FIFTY (50)** working days after the date of written notice to proceed.
- c. Failure to complete the work within the number of days stated in this Article, including extension granted thereto as determined by the Engineer, shall entitle the City to deduct from the monies due to the CONTRACTOR as "Liquidated Damages" (LDs) an amount equal to **Five Hundred Dollars (\$500)** for each calendar day or fraction thereof that expires after the time specified herein of the Contractor to complete the work and the facility or improvements are useable for its intended use. LDs shall apply cumulatively and shall be presume to be damages suffered by the City resulting from delay in the completion of work.
- d. Liquidated Damages for delay in completion of work shall only cover administrative, overhead, general loss of public use damages, interest on bonds and lost revenues when applicable, suffered by the City as a result of delay. LDs shall not cover the cost to complete the work, damages resulting for defective work, costs of substitute facilities, or damages suffered by others who seek to recover their damages for the City (for example, delay claims from other contractors, sub-contractors, tenants, or third-parties, and defense costs thereof.

III. CONTRACT SUM

- a. The CITY shall pay to the CONTRACTOR for the performance of the Contract the amounts determined for the total number of each of the following units of work completed at the unit price stated thereafter. The number of units contained in the attached schedule is approximate only, and the final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by the Contract.
- b. Extra work not included in Article I, but authorized after the date of the Contract that cannot be classified as coming under any of the Contract units, may be done at mutually agreed-upon unit prices, or on a lump sum basis, or under the provisions of Section 9 of the City of Fairfield Standard Specifications and Details General Provisions.

WATERMAN WATER TREATMENT PLANT CHEMICAL BLDG TRAFFIC IMPROVEMENTS**BID SCHEDULE**

Item No.	Item of Work	Unit	QTY	Item Price	Total Price
1	Mobilization/Demobilization	LS	1	\$6,500.00	\$6,500.00
2	Demolition (Removal & Dispose Existing AC, AB, Curbs, Pipe, etc.)	LS	1	\$10,800.00	\$10,800.00
3	Storm Water Pollution Prevention	LS	1	\$3,665.00	\$3,665.00
4	Construction Staking	LS	1	\$4,550.00	\$4,550.00
5	Shoring	LS	1	\$3,100.00	\$3,100.00
6	12" RCP Storm Drain Pipe (Includes trenching & backfill)	LF	13	\$177.50	\$2,307.50
7	Storm Drain Drop Inlet	EA	2	\$3,275.00	\$6,550.00
8	Storm Drain Drop Inlet with Side Openings	EA	1	\$5,075.00	\$5,075.00
9	12" HDPE Storm Drain	LF	176	\$49.15	\$8,650.40
10	10" HDPE Storm Drain	LF	39	\$84.65	\$3,301.35
11	4" Water Line Extension	LF	35	\$87.00	\$3,045.00
12	4" Gate Valve	EA	1	\$4,100.00	\$4,100.00
13	Earthwork	LS	1	\$15,775.00	\$15,775.00
14	Curb & Gutter (Modified City of Fairfield Std Detail 5)	LF	196	\$34.50	\$6,762.00
15	Concrete Apron Slab (3' Wide) on 6" AB Cushion	LF	70	\$71.75	\$5,022.50
16	Concrete Vertical Curb	LF	147	\$35.00	\$5,145.00
17	Concrete Flush Curb	LF	70	\$59.50	\$4,165.00
18	Connect to Existing Storm Drain	EA	2	\$511.00	\$1,022.00
19	6" Subdrain Perforated Pipe with Class 2 Permeable and Bio-Soil Backfill	LF	80	\$45.00	\$3,600.00
20	Subdrain Cleanout in Box	EA	2	\$1,075.00	\$2,150.00
21	Asphalt Concrete (HMA Type A)	TN	140	\$150.00	\$21,000.00
22	Aggregate Base Rock	TN	375	\$52.00	\$19,500.00
23	Subgrade Fabric	SY	610	\$2.50	\$1,525.00
24	Signs	EA	1	\$600.00	\$600.00
25	Remove and Stockpile Existing Crushed Aggregate then Restore after Final Grading	LS	1	\$4,100.00	4,100.00
26	1" Irrigation Line (including end of line valve in box)	LF	60	\$49.00	\$2,940.00
27	Hydroseeding	SY	322	\$6.00	\$1,932.00

TOTAL BID=\$156,882.75**ARTICLES OF AGREEMENT****A - 3**

IV. PROHIBITED INTERESTS

No employee of the City of Fairfield shall have any direct financial interest in this contract. This contract shall be voidable at the option of the City if this provision is violated.

V. WORKERS' COMPENSATION

Contractor hereby certifies that Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Contractor will comply with such provisions before commencing the performance of the work of this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

City Clerk

Gina Hoff, Deputy

CITY OF FAIRFIELD

By: *Don W.*

City Manager

com

G.D. NIELSON CONSTRUCTION INC

Contractor

By: *[Signature]*

Diann Nielson, President
Title

Licensed in accordance with an act providing for the registration of contractors.

Contractor's License:

a. Class: A

b. Number: 648601

c. Expiration Date: 9-2016

FEI Number: 68-0414951

EDD REPORTING REQUIREMENTS CHECKLIST

Effective January 1, 2001 the State Employment Development Department (EDD) requires the following.

Please complete the following: (To be complete by the department)

Department: _____ Date of Contract: _____

Authorized Res. No.: _____ Contract Expiration Date: _____

Person Reviewing EDD Requirements

EDD REPORTING REQUIREMENTS. When CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with EDD reporting requirements:

- A. Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.
- B. If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.
- C. If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT's federal tax identification number.

Dear Contracting Company:

Pursuant to your contract with the above-mentioned City of Fairfield Department, you are required to complete box 1 AND box 2 below.

Please indicate the type of business and provide the information requested:

BOX 1

NAME AND ADDRESS	
FULL NAME	G.D. Nielson Construction, Inc.
ADDRESS	147 Camino Druga
CITY, STATE, ZIP	Napa, CA 94558

AND

BOX 2

X Box	TYPE OF BUSINESS	SOCIAL SECURITY NUMBER AND/OR FEDERAL ID NUMBER
	SOLE PROPRIETORSHIP	
	PARTNERSHIP	
	LIMITED LIABILITY PARTNERSHIP	
X	CORPORATION	68-0414951
	LIMITED LIABILITY CORPORATION	
	NON-PROFIT CORPORATION	
	OTHER FORM OF ORGANIZATION	

PLEASE RETURN THIS FORM WITH THE SIGNED CONTRACT TO THE CITY OF FAIRFIELD

ARTICLES OF AGREEMENT

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